

it's more than six months old -- can a check be cashed when
it's more than 90 days old?

A Yeah. I have had some banks cash them over a year
old.

Q Okay.

A It depends how well the bank watches transactions.

Q Okay.

JUDGE STEINBERG: Well, the recipient can always
change the date. I mean it doesn't make any difference.
Let the record reflect humor and not lack of moral
character.

BY MR. EVANS:

Q Do you know why Mr. Sharifan's initial
contribution wasn't refunded?

MR. HILL: Well, that's again you've got an
assumption that has not been presented --

(Multiple voices.)

MR. EVANS: Okay.

JUDGE STEINBERG: Sustained.

MR. EVANS: I'm sorry.

BY MR. EVANS:

Q Was Mr. Sharifan's initial contribution refunded?

A Not *by me*.

Q Was there somebody else in the partnership that
would have been doing that?

1 A I control the checks and I did not return any
2 dollars to Mr. Sharifan.

3 Q So as far as you know his original contribution
4 was not refunded?

5 A Once again, I did not cut him a check so --

6 Q Well, wouldn't there be some partnership record
7 that would reflect if a \$10,000 payment was made to
8 somebody?

9 A Once again, the transaction with Riahi took place
10 before I had control of the records. So I don't know what
11 happened there.

12 Q Okay. Did you make any effort to reconcile the
13 partnership's financial statements when you became the
14 person in charge of the records?

15 A Reconcile the financial statements? Can you be a
16 little clearer with that question?

17 Q Well, were there financial records from the
18 partnership before you took over?

19 A There was what resembled, you know, receipts and
20 disbursement journals, yes.

21 Q Okay. And were those given to you?

22 A Those were provided to me, yes.

23 Q Okay. Did the disbursements show any \$10,000
24 payment?

25 A I don't recall seeing it.

1 Q Okay. For the -- I'm sorry. I want to withdraw
2 that.

3 JUDGE STEINBERG: Let me -- can I just interrupt
4 you?

5 MR. EVANS: Yes.

6 JUDGE STEINBERG: There was a question about
7 reimbursement of Mr. Sharifan's \$10,000.

8 MR. EVANS: Yeah.

9 JUDGE STEINBERG: Just look at Bureau Exhibit 25,
10 page five, and I'll let you read it to yourself and --

11 THE WITNESS: Is it entitled "Assignment
12 Agreement?"

13 JUDGE STEINBERG: Yeah. Now the 25 hasn't been
14 identified, hasn't been marked, but I remember reading
15 something on that subject and I don't think we want to make
16 negative inferences when they should not be made.

17 BY MR. EVANS:

18 Q Okay. I think the Judge has directed you to a
19 document. Does that --

20 JUDGE STEINBERG: No. I didn't direct the Witness
21 to a document. I directed you to the document.

22 MR. EVANS: Okay.

23 JUDGE STEINBERG: And you can do whatever you want
24 with it.

25 MR. EVANS: All right. I appreciate

1 (Multiple voices.)

2 JUDGE STEINBERG: I'm just saying that might
3 answer a line of questions that you asked as to
4 reimbursement of the \$10,000 to Mr. Sharifan and whether it
5 occurred and perhaps how it occurred and who may the
6 payment, but it's not in evidence and it might -- you know,
7 you might never put it in evidence. But I just -- I knew I
8 remembered reading something about it.

9 MR. EVANS: Well, then --

10 JUDGE STEINBERG: And that's at the very end of
11 the binder.

12 MR. EVANS: Yeah. I think maybe I should go ahead
13 and move into evidence Enforcement Bureau Exhibit 25.

14 JUDGE STEINBERG: It's got to be identified first.

15 MR. EVANS: Oh, I'm sorry. I thought this --

16 JUDGE STEINBERG: No, no. I said just --

17 MR. EVANS: That's the way to do it.

18 JUDGE STEINBERG: Do you want to identify it?

19 I have to ask Ms. Lancaster on this.

20 MR. EVANS: Oh, okay. I'm sorry.

21 JUDGE STEINBERG: Or Mr. DeJesus a question. Look
22 at page seven, the last page of Exhibit 25-A. That's
23 another Exhibit A. Does that belong there?

24 MS. LANCASTER: No. Sorry. We seem to have a
25 profusion of Exhibit A's.

1 JUDGE STEINBERG: Can we rip that one out?

2 MS. LANCASTER: Yes.

3 JUDGE STEINBERG: Okay. Let the record reflect
4 the sound of ripping. Okay. But I'm jut pointing it out
5 since you were

6 MR. EVANS: I think it answers

7 (Multiple voices.)

8 JUDGE STEINBERG: It's up to you if you want to
9 ask questions about it.

10 MR. EVANS: Yeah

11 JUDGE STEINBERG: It's your witness.

12 MR. EVANS: No. I appreciate that, Your Honor,
13 and I think that it actually answers my question without me
14 having to ask it. So I'm not going to ask it.

15 BY MR. EVANS:

16 Q But what I will ask though is what about other
17 capital contributions that Mr. Sharifan made over and above
18 his original \$10,000 contribution? Were those returned to
19 him?

20 A I returned the one contribution and that was all.

21 Q Okay. And were there any records that you looked
22 at that indicated that any other contributions had been
23 returned to him?

24 A There was nothing that I recall seeing that would
25 reflect that.

1 Q Okay. And the one that you did return to him was
2 \$1,000 capital contribution, right?

3 A Correct.

4 Q And there were some capital calls prior to that
5 that were less than \$1,000?

6 A I don't recall which capital call that was but I
7 know that there was one capital call that occurred for a
8 minor amount at the time of the meeting of December 19,
9 1988.

10 Q Was that for \$200?

11 A It was a small dollar amount. I don't recall the
12 exact --

13 Q Okay.

14 A .. amount.

15 Q All right.

16 A A couple of hundred dollars, it may have been. I
17 don't know.

18 JUDGE STEINBERG: Did I receive your Exhibit 5? I
19 forgot.

20 MR. HILL: I do not show that it's been received.

21 MR. EVANS: I thought I would wait --

22 JUDGE STEINBERG: Yeah.

23 (Multiple voices.)

24 MR. EVANS: -- to offer it through Mr. Bernstein
25 to see if --

JUDGE STEINBERG: Oh, okay.

2 MR. EVANS: Maybe I will offer it since Mr. --

3 THE WITNESS: Jones.

4 MR. EVANS: -- Jones signed the check.

5 JUDGE STEINBERG: Any objection to the receipt of
6 Exhibit 5? Or do you want to wait for Mr. Bernstein?

7 MR. HILL: I certainly have no objection to the
8 check. He's testified to it and there's no question about
9 its authenticity. I don't know --

10 JUDGE STEINBERG: Well, why don't you withdraw
11 your offer and wait until you've had a chance to ask Mr.
12 Bernstein about page one.

13 MR. EVANS: All right.

14 JUDGE STEINBERG: And then it's cleaner, I guess.

15 MR. EVANS: Okay. 24. Let me go ahead an offer
16 Enforcement Bureau Exhibit 24. I don't think I've offered
17 that one.

18 JUDGE STEINBERG: Any objection?

19 MR. HILL: Yes, Your Honor. This is a multiple
20 page document and I'm not sure that this witness has
21 authenticated anything relating to Enforcement Bureau
22 Exhibit No. 24. He was cross-examined on some of the items
23 and asked, for example, about the vote, asked why Sharifan
24 was voting in September of 1988 hut -- so, yes, objections
25 as to authenticity. Some of them this witness hasn't even

1 been queried concerning the subscription agreement, for
2 example. I don't recall one question.

3 The next item, the check dated June 27, '88, there
4 weren't any questions concerning that. A cellular applicant
5 questionnaire. I mean I don't understand that there's any
6 relevance to Exhibit -- so, yes, as to authenticity here.
7 We haven't --

8 MR. EVANS: Well, the --

9 (Multiple voices.)

10 MR. HILL: -- these documents. Any of the various
11 pages that I've just referenced.

12 MR. EVANS: In response to Mr. Hill's objection
13 maybe I could try and lay a better foundation for this.

14 JUDGE STEINBERG: Right now?

15 MR. EVANS: Yeah.

16 BY MR. EVANS:

17 Q Mr. Jones, are you familiar with these documents
18 that are included in Enforcement Bureau Exhibit 24?

19 A No.

20 Q Where did these documents come from?

21 A I don't know.

22 Q Well, who maintained the records of Alee Cellular
23 partnership?

24 A I maintain the financial records.

25 Q Who maintains the records and copies **of** the

partnership agreement -- the type of information that's
2 included in this exhibit?

3 A I would only be guessing that Mr. Bernstein might
4 have that.

5 Q Now, wait a minute. You're a member of the
6 Executive Committee and you're only guessing as to who has
7 the partnership records?

8 A As it relates to this matter I would be guessing
9 as to where you got this document from. I don't know. I've
10 never seen it before other than when it was included in your
11 package here.

12 Q All right. Well, is there anyone in Alee that's
13 in charge of maintaining partnership records?

14 A I maintain the financial records, yes.

15 Q Okay. But the non-financial records?

16 A It could be Mr. Bernstein or it could be Ms.
17 Clark.

18 Q Would it be anybody other than those two?

19 A I think it would be just one of those two.

20 MR. EVANS: Well, okay, if that's the case I think
21 what we can do is ask that -- whoever is the partnership
22 custodian of record I think is responsible for this exhibit
23 and I'll withdraw my offer now and offer it through one of
24 the other two witnesses.

25 BY MR. EVANS:

1 Q I will ask though, sir, there is a check in this
2 exhibit. Is that a document that you

3 A No, sir. That was made payable to Malecki, who
4 was one of the agents of TCC to the best of my knowledge.

5 Q Okay. So that would not have found its way into
6 your records?

7 A No, sir.

8 Q Okay.

9 JUDGE STEINBERG: May I ask the Bureau what the
10 origin of 24 was?

11 MS. LANCASTER: Mr. Hill

12 JUDGE STEINBERG: Okay.

13 MS. LANCASTER: It was part of discovery

14 JUDGE STEINBERG: Okay.

15 So if there's an authenticity problems it's -
16 never mind.

17 MR. DeJESUS: Well, Your Honor, these items were i
18 the possession of Alee pursuant to discovery, as Ms.
19 Lancaster --

20 JUDGE STEINBERG: Okay.

21 MR. DeJESUS: -- indicated. We received --

22 MR. HILL: Your Honor, I don't want to prolong
23 this. Production of documents in discovery *doesn't*
24 necessarily make them relevant or authenticated for purposes
25 of -- well, for various purposes.

1 JUDGE STEINBERG: Okay. But then --

2 MS. LANCASTER: Sir, let me respond. I don't
3 think there's been an objection to the relevance. There's
4 been an objection to the authenticity and now --

5 JUDGE STEINBERG: Well, let's --

6 (Multiple voices.)

7 MS. LANCASTER: -- respond.

8 JUDGE STEINBERG: -- let's argue about it
9 tomorrow. I mean there might be -- for instance, there
10 might be business records kept in the regular course of
11 business, just a suggestion. Or some other --

12 MR. EVANS: That's what I was thinking.

13 BY MR. EVANS:

14 Q Have there been any attempts to sell the New
15 Mexico 3 license by Alee?

16 A My understanding is we cannot sell it. We have --
17 we've had no negotiations or discussions with anyone to my
18 knowledge.

19 Q Did you try to sell it to Bell Atlantic?

20 A Not that I'm aware of.

21 JUDGE STEINBERG: Well, you said to your
22 understanding that you can't sell it?

23 THE WITNESS: Absolutely.

24 JUDGE STEINBERG: Why?

25 THE WITNESS: For New Mexico 3, we're talking?

1 JUDGE STEINBERG: Yes, sir.

2 THE WITNESS: Yeah. My understanding is that
3 there's a cloud on the license and nothing can be done.

4 JUDGE STEINBERG: Well, have you ever --

5 (Multiple voices.)

6 THE WITNESS: I can't change ownership. I can't
7 do anything with it.

8 JUDGE STEINBERG: Have you read Mr. Lieberman's
9 application for review?

10 THE WITNESS: Obviously, I haven't read it as
11 closely as I need to.

12 JUDGE STEINBERG: Okay. All right. He's taking
13 the position or Alee's taking the position that you got your
14 -- your renewal application was granted and it became final
15 40 days later and that the letter that the Commission sent
16 to Alee I guess revoking the license again is illegal and
17 that they can't revoke the license without affording you due
18 process -- notice and due process in accordance with the
19 Administrative Procedure Act. So if your position is, in
20 essence, you hold this license legally and free and clear
21 why can't you sell it if you wanted to?

22 THE WITNESS: If it's determined -- and my
23 understanding is that they've gone ahead and revoked the
24 license again and until the matter is fully clear

25 JUDGE STEINBERG: Okay. Well, I --

1 THE WITNESS: -- my understanding is we can't do
2 anything. That's --

3 JUDGE STEINBERG: Yeah. I don't want to --

4 THE WITNESS: -- my understanding.

5 JUDGE STEINBERG: -- I don't want to argue with
6 you, I just wanted an explanation --

7 THE WITNESS: Oh.

8 JUDGE STEINBERG: -- of your understanding and
9 have gotten that. I know --

10 (Multiple voices.)

11 JUDGE STEINBERG: Okay.

12 JUDGE STEINBERG: -- you know, you --

13 THE WITNESS: Maybe I misunderstood.

14 JUDGE STEINBERG: No, no. YOU didn't
15 misunderstand and I didn't intend to be too argumentative
16 but I, you know, I got your explanation **as** to your
17 understanding.

18 THE WITNESS: Okay.

19 BY MR. EVANS:

20 Q Okay. I'm getting close to being done, Mr. Jones.
21 I know it's been a long day. Let's go back to the five
22 percent option that there's been some testimony about
23 previously. I think you indicated that you're not Sure
24 whether that option transferred --

25 A I don't think that's what I said, sir.

1 Q Okay. What did you say?

2 A Can you refer me back to the document?

3 JUDGE STEINBERG: I think the discussion about
4 that was we had testimony that the management agreement
5 was -- I don't know if it was taken over, but was honored,
6 and "honored" being my word, honored by Bell Atlantic and
7 honored by Altell and then there was a question about does
8 Altell have -- to have the five percent option. Then there
9 was an objection on the basis that there was no testimony
10 about that at all, is that correct, Mr. Hill?

11 So, essentially, you can ask the same questions
12 that you did with respect to the management agreement about
13 the option agreement --

14 MK. EVANS Okay.

15 JUDGE STEINBERG: So we'd have to start fresh.

16 MR. EVANS All right. I may have been mixing up
17 his testimony.

18 BY MR. EVANS:

19 Q If you would turn to Enforcement Bureau Exhibit
20 17.

21 A Mm-hmm.

22 Q And is it your understanding that this document
23 reflects the agreement whereby Metro Mobile CTS, Inc. was
24 given a five percent option in Alee?

25 A They had a five percent option for New Mexico 3 if

1 and when the final approval took place from the FCC. I
2 believe that's what the last sentence in paragraph three
3 reflects.

4 Q Okay. What final approval of what?

5 A It says, "After applicable approvals have been
6 received from the Federal Communications Commission."

7 Q Okay. But what I'm asking you is whether the
8 applicable approvals that are being referred to there?

9 A I would have to interpret that meaning that we
10 have a license free and clear without any clouds.

11 Q Okay. So the way you're interpreting that is that
12 they couldn't get the five percent interest until after you
13 were cleared of all wrongdoing?

14 A Absolutely.

15 Q When you say absolutely that's --

16 A That's the way I would interpret it, yes.

17 Q Okay. All right. Now this agreement was with
18 Metro Mobile CTS, Inc., right?

19 A Correct.

20 Q And was this option agreement was this assigned to
21 Bell Atlantic as part of Bell Atlantic's assumption of the
22 management agreement obligations?

23 A I think we *tried* to discuss this once before.
24 Review of the document on page three, the first paragraph, I
25 think would, although I'm not an attorney and I don't know

1 the specific transaction that took place between Bell
2 Atlantic and Metro Mobile, but that would appear to be a
3 termination clause in most cases.

4 Q I'm sorry. Could you direct me to the proper
5 location?

6 A Page three, the first paragraph. It says,
7 "Limited as to its assignability."

8 Q Okay. Well, was it --

9 A Once again, I'm not an attorney.

10 Q -- was it assigned or wasn't it?

11 A Did we assign it to them?

12 Q Yes.

13 A Not through another document, no. Not that I'm
14 aware of.

15 Q So as far as you know after Bell Atlantic took
16 over the management agreement from Metro Mobile Bell
17 Atlantic had no five percent interest in Alee as reflected
18 in the November 19th agreement?

19 A Well, according to this is unless they kept CTS
20 alive as a subsidiary I don't know how they would have any
21 rights. But, once again, I'm not an attorney, I'm just
22 trying to understand what this clause says.

23 Q Right. And you could -- Alee could have agreed
24 that the five percent interest would go to Bell Atlantic
25 regardless of what this November 19th letter says, right?

1 A Probably could have but I don't recall that that
2 was done, sir.

3 Q Well, so your best understanding is that Bell
4 Atlantic did not have a five percent option after it took
5 over as the manager of New Mexico 3?

6 A Based upon this document and not being aware of
7 any other assignment I would say yes.

8 Q And did you ever have any discussions with your
9 partners about whether Bell Atlantic had a five percent
10 option?

11 A Until reading this document that that actual --
12 what Bell Atlantic had and what they didn't have and this
13 relationship was unclear. I think this document after
14 reading it much clearer and closer is quite clear in that
15 paragraph that it would have terminated.

16 MR. EVANS: I don't have extra copies of this so
17 I'm just going to show the witness a document to try to
18 refresh his recollection.

19 MR. HILL: May I join and just look at it?

20 JUDGE STEINBERG: Yeah. Why don't you show it to
21 counsel first and then show it to the witness. I prefer
22 that not a whole lot of people huddle over the witness.

23 (Pause.)

24 BY MR. EVANS:

25 Q Well, you've had a chance to --

(Multiple voices.)

2 A Yeah. I've had a chance --

3 Q -- look at that --

4 A -- read it.

5 Q -- do you remember that we talked about that at
6 your deposition?

7 A We talked about it at the deposition and I wasn't
8 sure, I hadn't read this document from November 19, 1990.

9 JUDGE STEINBERG: The option agreement.

10 THE WITNESS: The option agreement in a number of
11 years and I was unsure at that time in our discussion at the
12 deposition. I reviewed it specifically and based upon that
13 document alone it appeared that that would be terminated. I
14 do not have another document that would support that it was
15 transferred.

16 BY MR. EVANS:

17 Q Okay. Based on the document that you just looked
18 at --

19 A It's a memo and I don't know if there was another
20 document that supported this.

21 JUDGE STEINBERG: When you say this --

22 THE WITNESS: This memo.

23 BY MR. EVANS:

24 Q Do you remember what your testimony about this was
25 at the deposition?

1 A Not specifically. I know that I was unsure about
2 it, that it may be or may not be. I was unsure because I
3 didn't have the document nor had I read it in a number of
4 years.

5 Q Okay. So at the time of your deposition you
6 didn't know whether the five --

7 A Right.

8 Q -- percent interest had carried over? Looking at
9 the document that you just looked at does it refresh your
10 recollection about it?

11 A I honestly don't remember about this item. I
12 don't believe this was my memo, was it?

13 Q I think you didn't know **at** the time of the
14 deposition. So I don't want to represent that it is your
15 memo.

16 A I don't know that this is my memo. This is the
17 first I've seen this memo.

18 Q Okay. But as of today -- wait a minute. This is
19 the first you've seen this memo?

20 A This is -- that I can recall seeing this memo,
21 yes. I asked you if this was my memo and you said you don't
22 know. I don't know if this is memo or not. It's not
23 addressed.

24 Q I thought you said you remembered reading this at
25 your deposition, which was a few months ago.

1 A No, no, no. What I said was at my deposition you
2 asked me questions concerning the five percent interest.

3 Q Okay.

4 A I was unsure as to whether it was still in
5 existence, not in existence, and had difficulty answering
6 those questions as I recall.

7 Q Yes.

8 A Okay. Subsequent to that and as part of the
9 package that was put before the five percent option language
10 and documents were in here. I re-read those in detail and
11 based upon what I read came to my conclusion that it did not
12 appear as if it was still in existence.

13 Q Okay.

14 A Okay.

15 JUDGE STEINBERG: Let the record reflect that when
16 Mr. Jones says, "Was in here" he was referring to the
17 Bureau's set of exhibits, is that correct?

18 THE WITNESS: Yes. The Bureau's set of exhibits,
19 right.

20 JUDGE STEINBERG: And specifically were you
21 talking about --

22 THE WITNESS: Exhibit --

23 (Multiple voices.)

24 JUDGE STEINBERG: -- Bureau Exhibit 17?

25 THE WITNESS: -- 17 -- actually 18 and 19.

1 JUDGE STEINBERG: Okay. And the memo, the
2 reference to a memo, that's not in evidence.

3 MR. EVANS: Right.

4 JUDGE STEINBERG: That was just given to the
5 witness to help refresh his recollection.

6 MR. EVANS: Right.

7 JUDGE STEINBERG: Okay.

8 MR. EVANS: Yeah.

9 JUDGE STEINBERG: Just to clarify.

10 MR. EVANS: Okay. Well, I think the witness
11 summed up what I was asking him.

12 BY MR. EVANS:

13 Q Let me just be sure then, you said that you've now
14 reached your conclusion that the five percent option did not
15 carry over to Bell Atlantic based on your review of these
16 documents, referring to what the Judge just described. When
17 did you do that review?

18 A Past several days and weeks.

19 Q Just recently then?

20 A Yes.

21 Q And so prior to that time you didn't know whether
22 the five percent interest carried over?

23 A Unsure.

24 Q Okay. All right.

25 (Pause.)

1 MR. EVANS: Excuse me for the delay. I guess what
2 I'm going to do is go ahead and mark this an exhibit and
3 mark another similar document as an exhibit so that they
4 will be on the record and we'll know what we were talking
5 about.

6 JUDGE STEINBERG: The purpose of this document was
7 to refresh the witness' recollection, is that right?

8 MR. EVANS: Yes.

9 JUDGE STEINBERG: This doesn't refresh your
10 recollection, does it?

11 THE WITNESS: I don't believe that this was a memo
12 that I had prepared so I cannot recall --

13 JUDGE STEINBERG: But did you ever see it before
14 today?

15 THE WITNESS: I don't remember ever seeing it
16 before.

17 JUDGE STEINBERG: He can't sponsor this and I'm
18 not going to allow --

19 MR. EVANS: Your Honor --

20 JUDGE STEINBERG: -- I'm not to let something come
21 in through the back door that you can't get into the front
22 door by saying, "Well, we showed him this document" and
23 there might be a little testimony about it, namely, "I don't
24 recall seeing it and I don't think it's my memo>"

25 MR. EVANS: Your Honor, I --

1 JUDGE STEINBERG: I'm not going to let that come
2 in that way.

3 MR. EVANS: I wasn't going to offer it because I
4 don't think he --

5 JUDGE STEINBERG: So then why mark it?

6 MR. EVANS: Well, because --

7 (Multiple voices.)

8 JUDGE STEINBERG: Mark it with somebody else.

9 MR. EVANS: Well --

10 JUDGE STEINBERG: Okay. Now you can identify it
11 and offer it and I can reject it.

12 MR. EVANS: I'm not going to offer it. I just
13 wanted it to be identified.

14 JUDGE STEINBERG: Well, don't you have to offer it
15 eventually? It can't just sit there in limbo.

16 MR. EVANS: Well, I will offer it. I will offer
17 it eventually. I just wanted to have --

18 JUDGE STEINBERG: Well --

19 MR. EVANS: -- it identified now since we're
20 talking about it and we have it --

21 JUDGE STEINBERG: Okay. No, no, that's fine.

22 MR. EVANS: Okay.

23 JUDGE STEINBERG: That's fine. What I'm saying is

24

25 MR. EVANS: I am in total agreement with you. I

1 wasn't going to offer it, but I just think we should
2 identify it.

3 JUDGE STEINBERG: Okay.

4 Ms. Lancaster's perplexed.

5 MS. LANCASTER: No. I wanted to make a comment,
6 if I might. The reason for identifying it is so that if
7 this document is at -- if you present it to another witness
8 and you ask questions then you know you're talking about the
9 same --

10 JUDGE STEINBERG: Well --

11 MS. LANCASTER: -- document.

12 JUDGE STEINBERG: -- you're right. I stand
13 corrected. I thought you were going to do everything with
14 this witness unless -- so I stand corrected. Thank you.

15 MR. EVANS: Could you make more copies?

16 MS. LANCASTER: I'll run go make some more.

17 JUDGE STEINBERG: Unless you want to just take
18 them and just -- why don't we identify it. Do you want it
19 your exhibit or the Bureau exhibit? You can make it your
20 exhibit.

21 MR. EVANS: Okay. It's --

22 JUDGE STEINBERG: Six.

23 MR. EVANS: okay. Intervenor's Exhibit 6 and it's
24 a two page document that is a memo on Alee Cellular file
25 dated July 21, 1994. Okay. And then I'd like to --

1 JUDGE STEINBERG: Why don't you say that again
2 because I don't think the reporter caught your
3 identification.

4 MR. EVANS: I'd like to identify as Intervenor's
5 Exhibit 6 a two page document with the caption "Memo on Alee
6 Cellular File" and it's dated July 21, 1994.

7 JUDGE STEINBERG: The document described will be
8 marked for identification as Intervenor's Exhibit 6.

9 (The document referred to was
10 marked for identification as
11 Intervenor's Exhibit No. 6.)

12 MR. EVANS: And I'd also like to ask that we
13 identify as Intervenor's Exhibit 7 a document which is
14 marked "Memo on Alee Cellular File" dated July 20, 1994.

15 JUDGE STEINBERG: And how many pages?

16 MR. EVANS: It's -- I'm sorry, one page.

17 JUDGE STEINBERG: The document described will be
18 marked for identification as Intervenor's Exhibit 7.

19 (The document referred to was
20 marked for identification as
21 Intervenor's Exhibit No. 7.)

22 MR. HILL: And do we have copies?

23 MR. EVANS: We do have copies.

24 (Pause.)

25 BY MR. EVANS: